

DESIGN SERVICES AGREEMENT

This Design Services Agreement ("Agreement") is dated January 18, 2022 ("Effective Date") and is between the City of Manhattan Beach, a California municipal corporation ("City") and Glenn A. Rick Engineering and Development Company, DBA Rick Engineering Company a California Corporation ("Consultant"). City and Consultant are sometimes referred to herein as the "Parties", and individually as a "Party".

RECITALS

A. City issued Request for Proposals No. E1255-21S on March 25, 2021, titled "Design Service for Aviation Boulevard Missing Sidewalk Project". Consultant submitted a proposal dated April 26, 2021 in response to the RFP.

B. Consultant represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.

C. City desires to retain Consultant as an independent contractor and Consultant desires to serve City to perform these services in accordance with the terms and conditions of this Agreement.

The Parties therefore agree as follows:

1. Consultant's Services.

A. Scope of Services. Consultant shall perform the services described in the Scope of Services (the "Services") for Engineering Design Services for the Aviation Boulevard Missing Sidewalk Project, attached as **Exhibit A**. City may request, in writing, changes in the Scope of Services to be performed. Any changes mutually agreed upon by the Parties, and any increase or decrease in compensation, shall be incorporated by written amendments to this Agreement.

B. Party Representatives. For the purposes of this Agreement, the City Representative shall be the City Manager, or such other person designated in writing by the City Manager (the "City Representative"). For the purposes of this Agreement, the Consultant Representative shall be Joe Hammond P.E., Project Manager (the "Consultant Representative"). The Consultant Representative shall directly manage Consultant's Services under this Agreement. Consultant shall not change the Consultant Representative without City's prior written consent.

C. Time for Performance. Consultant shall commence the Services on the Effective Date and shall perform all Services by the deadline established by the City Representative or, if no deadline is established, with reasonable diligence.

Approved for Use 3/1/2021

D. Standard of Performance. Consultant shall perform all Services under this Agreement in accordance with the standard of care generally exercised by like professionals under similar circumstances and in a manner reasonably satisfactory to City.

E. Personnel. Consultant has, or will secure at its own expense, all personnel required to perform the Services required under this Agreement. All of the Services required under this Agreement shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such Services.

F. Compliance with Laws. Consultant shall comply with all applicable federal, state and local laws, ordinances, codes, regulations and requirements.

G. Permits and Licenses. Consultant shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the provision of Services under this Agreement, including a business license.

H. Prevailing Wages. This Agreement calls for services that, in whole or in part, constitute “public works” as defined in the California Labor Code. Therefore, as to those services that are “public works”, Contractor shall comply in all respects with all applicable provisions of the California Labor Code, including those set forth in **Exhibit C** hereto.

I. Additional Documentation. Los Angeles County Metropolitan Transportation Authority (“Metro”) documentation is attached as **Exhibit D**.

2. Term of Agreement. The term of this Agreement shall be from the Effective Date through December 30, 2024, unless sooner terminated as provided in Section 12 of this Agreement or extended.

3. Compensation.

A. Compensation. As full compensation for Services satisfactorily rendered, City shall pay Consultant at the hourly rates set forth in the Approved Fee Schedule attached hereto as **Exhibit B**. In no event shall Consultant be paid more than \$179,149.00 (the “Maximum Compensation”) for such Services.

B. Expenses. The amount set forth in paragraph 3.A. above includes reimbursement for all expenditures incurred in the performance of this Agreement.

C. Unauthorized Services and Expenses. City will not pay for any services not specified in the Scope of Services, or reimburse for any expenses not set forth in **Exhibit B**, unless the City Council or the City Representative, if applicable, and the Consultant Representative authorize such services or expenses in writing prior to Consultant’s performance of those services or incurrence of additional expenses. Any additional services authorized by the City Council, or (where authorized) the City Manager shall be compensated at the rates set forth in **Exhibit B**, or, if not specified, at a rate mutually agreed to by the Parties. Any additional expense authorized by the City Council or (where authorized) the City Manager shall be reimbursed in the amounts authorized by the City Council or City Manager. City shall make payment for additional services and expenses

in accordance with Section 4 of this Agreement.

4. Method of Payment.

A. Invoices. Consultant shall submit to City an invoice, on a monthly basis, for the Services performed pursuant to this Agreement. Invoices must be submitted to Adilia Miller at amiller@manhattanbeach.gov. Each invoice shall itemize the Services rendered during the billing period, hourly rates charged, if applicable, and the amount due. City shall review each invoice and notify Consultant in writing within ten Business days of receipt of any disputed invoice amounts.

B. Payment. City shall pay all undisputed invoice amounts within 30 calendar days after receipt up to the Maximum Compensation set forth in Section 3 of this Agreement. City does not pay interest on past due amounts. City shall not withhold federal payroll, state payroll or other taxes, or other similar deductions, from payments made to Consultant. Notwithstanding the preceding sentence, if Consultant is a nonresident of California, City will withhold the amount required by the Franchise Tax Board pursuant to Revenue and Taxation Code Section 18662 and applicable regulations.

C. Audit of Records. Consultant shall make all records, invoices, time cards, cost control sheets and other records maintained by Consultant in connection with this Agreement available during Consultant's regular working hours to City for review and audit by City.

5. Independent Contractor. Consultant is, and shall at all times remain as to City, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its officers, agents or employees are in any manner employees of City.

6. Information and Documents.

A. Consultant covenants that all data, reports, documents, surveys, studies, drawings, plans, maps, models, photographs, discussion, or other information (collectively "Data and Documents") developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed or released by Consultant without prior written authorization by City. City shall grant such authorization if applicable law requires disclosure. Consultant, its officers, employees, agents, or subcontractors shall not without written authorization from the City Manager or unless requested in writing by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary," provided Consultant gives City notice of such court order or subpoena.

B. Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or

other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder or with respect to any project or property located within the City. City may, but has no obligation to, represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct or rewrite the response.

C. All Data and Documents required to be furnished to City in connection with this Agreement shall become City's property, and City may use all or any portion of the Data submitted by Consultant as City deems appropriate. Upon completion of, or in the event of termination or suspension of this Agreement, all original Data and Documents, including computer files containing Data and Documents generated for the Services, notes, and other documents prepared in the course of providing the Services shall become City's sole property and may be used, reused or otherwise disposed of by City without Consultant's permission. Consultant may take and retain copies of the written products as desired, but the written products shall not be the subject of a copyright application by Consultant.

D. Consultant's covenants under this Section shall survive the expiration or termination of this Agreement.

7. Conflicts of Interest. Consultant and its officers, employees, associates and subcontractors, if any, shall comply with all conflict of interest statutes of the State of California applicable to Consultant's Services under this Agreement, including the Political Reform Act (Gov. Code § 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Consultant may perform similar Services for other clients, but Consultant and its officers, employees, associates and subcontractors shall not, without the City Representative's prior written approval, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute. Consultant shall incorporate a clause substantially similar to this Section into any subcontract that Consultant executes in connection with the performance of this Agreement.

8. Indemnification, Hold Harmless, and Duty to Defend.

A. Indemnity for Design Professional Services. To the fullest extent permitted by law, Consultant shall, at its sole cost and expense, protect, indemnify, and hold harmless City and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those City agents serving as independent contractors in the role of City officials (collectively "Indemnitees"), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith, and reimbursement of attorney's fees and costs of defense (collectively "Liabilities"), whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to, in whole or in part, the negligence, recklessness or willful misconduct of Consultant, its officers, agents, servants, employees, subcontractors,

material men, consultants or their officers, agents, servants or employees (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of design professional services under this Agreement by a “design professional,” as the term is defined under California Civil Code Section 2782.8(c).

B. Other Indemnities.

1) Other than in the performance of design professional services, and to the fullest extent permitted by law, Consultant shall, at its sole cost and expense, defend, hold harmless and indemnify the Indemnitees from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith and the payment of all consequential damages (collectively “Claims”), in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Consultant, its officers, agents, servants, employees, subcontractors, materialmen, consultants or their officers, agents, servants or employees (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees’ active or passive negligence, except for Claims arising from the sole negligence or willful misconduct of the Indemnitees, as determined by court decision or by the agreement of the Parties. Consultant shall defend the Indemnitees in any action or actions filed in connection with any Claim with counsel of the Indemnitees’ choice, and shall pay all costs and expenses, including all attorneys’ fees and experts’ costs actually incurred in connection with such defense. Consultant shall reimburse the Indemnitees for any and all legal expenses and costs incurred by the Indemnitees in connection therewith.

2) Consultant shall pay all required taxes on amounts paid to Consultant under this Agreement, and indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant shall fully comply with the workers’ compensation law regarding Consultant and Consultant’s employees. Consultant shall indemnify and hold City harmless from any failure of Consultant to comply with applicable workers’ compensation laws. City may offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant’s failure to promptly pay to City any reimbursement or indemnification arising under this subparagraph B.2).

3) Consultant shall obtain executed indemnity agreements with provisions identical to those in this Section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. If Consultant fails to obtain such indemnities, Consultant shall be fully responsible and indemnify, hold harmless and defend the Indemnitees from and against any and all Claims in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Consultant’s subcontractor, its officers, agents, servants, employees, subcontractors, materialmen, consultants or their officers, agents, servants or employees (or any entity or individual that Consultant’s subcontractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees’ active or passive negligence, except for

Claims arising from the sole negligence or willful misconduct of the Indemnitees, as determined by court decision or by the agreement of the Parties.

C. Workers' Compensation Acts not Limiting. Consultant's obligations under this Section, or any other provision of this Agreement, shall not be limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.

D. Insurance Requirements not Limiting. City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. The hold harmless and indemnification provisions in this Section shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liabilities, Claims, tax, assessment, penalty or interest asserted against City.

E. Survival of Terms. The indemnification in this Section shall survive the expiration or termination of this Agreement.

9. Insurance.

A. Minimum Scope and Limits of Insurance. Consultant shall procure and at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

1) Commercial General Liability Insurance with a minimum limit of \$2,000,000.00 per occurrence for bodily injury, personal injury and property damage and a general aggregate limit of \$2,000,000.00 per project or location. If Consultant is a limited liability company, the commercial general liability coverage shall be amended so that Consultant and its managers, affiliates, employees, agents and other persons necessary or incidental to its operation are insureds.

2) Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with a combined single limit of \$2,000,000.00 per accident for bodily injury and property damage. If Consultant does not use any owned, non-owned or hired vehicles in the performance of Services under this Agreement, Consultant shall obtain a non-owned auto endorsement to the Commercial General Liability policy required under subparagraph A.1) of this Section.

3) Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance with a minimum limit of \$1,000,000.00 per accident for bodily injury or disease. If Consultant has no employees while performing Services under this Agreement, workers' compensation policy is not required, but Consultant shall execute a declaration that it has no employees.

4) Professional Liability/Errors and Omissions Insurance with minimum limits of \$2,000,000.00 per claim and in aggregate.

B. Acceptability of Insurers. The insurance policies required under this Section shall be issued by an insurer admitted to write insurance in the State of California with a rating of A:VII or better in the latest edition of the A.M. Best Insurance Rating Guide. Self-insurance shall not be considered to comply with the insurance requirements under this Section.

C. Additional Insured. The commercial general and automobile liability policies shall contain an endorsement naming City, and its elected and appointed officials, officers, employees, agents and volunteers as additional insureds. This provision shall also apply to any excess/umbrella liability policies.

D. Primary and Non-Contributing. The insurance policies required under this Section shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance available to City. Any insurance or self-insurance maintained by City, its elected and appointed officials, officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.

E. Consultant's Waiver of Subrogation. The insurance policies required under this Section shall not prohibit Consultant and Consultant's employees, agents or subcontractors from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against City.

F. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by City. At City's option, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond guaranteeing payment of losses and expenses.

G. Cancellations or Modifications to Coverage. Consultant shall not cancel, reduce or otherwise modify the insurance policies required by this Section during the term of this Agreement. The commercial general and automobile liability policies required under this Agreement shall be endorsed to state that should the issuing insurer cancel the policy before the expiration date, the issuing insurer will endeavor to mail 30 days' prior written notice to City. If any insurance policy required under this Section is canceled or reduced in coverage or limits, Consultant shall, within two Business Days of notice from the insurer, phone, fax or notify City via certified mail, return receipt requested, of the cancellation of or changes to the policy.

H. City Remedy for Noncompliance. If Consultant does not maintain the policies of insurance required under this Section in full force and effect during the term of this Agreement, or in the event any of Consultant's policies do not comply with the requirements under this Section, City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, City may, but has no duty to, take out the necessary insurance and pay, at Consultant's expense, the premium thereon. Consultant shall promptly reimburse City for any premium paid by City or City may withhold amounts sufficient to pay the premiums from payments due to Consultant.

I. Evidence of Insurance. Prior to the performance of Services under this Agreement, Consultant shall furnish City's Risk Manager with a certificate or certificates of insurance and all original endorsements evidencing and effecting the coverages required under this Section. The endorsements are subject to City's approval. Consultant may provide complete, certified copies of all required insurance policies to City. Consultant shall maintain current endorsements on file with City's Risk Manager. Consultant shall provide proof to City's Risk Manager that insurance policies expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Consultant shall furnish such proof at least two weeks prior to the expiration of the coverages.

J. Indemnity Requirements not Limiting. Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duty to indemnify City under Section 8 of this Agreement.

K. Broader Coverage/Higher Limits. If Consultant maintains broader coverage and/or higher limits than the minimums required above, City requires and shall be entitled to the broader coverage and/or the higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

L. Subcontractor Insurance Requirements. Consultant shall require each of its subcontractors that perform Services under this Agreement to maintain insurance coverage that meets all of the requirements of this Section.

10. Mutual Cooperation.

A. City's Cooperation. City shall provide Consultant with all pertinent Data, documents and other requested information as is reasonably available for Consultant's proper performance of the Services required under this Agreement.

B. Consultant's Cooperation. In the event any claim or action is brought against City relating to Consultant's performance of Services rendered under this Agreement, Consultant shall render any reasonable assistance that City requires.

11. Records and Inspections. Consultant shall maintain complete and accurate records with respect to time, costs, expenses, receipts, correspondence, and other such information required by City that relate to the performance of the Services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to City, its designees and representatives at reasonable times, and shall allow City to examine and audit the books and records, to make transcripts therefrom as necessary, and to inspect all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three years after receipt of final payment.

12. Termination of Agreement.

A. Right to Terminate. City may terminate this Agreement at any time, at will, for any reason or no reason, after giving written notice to Consultant at least five calendar days before the termination is to be effective. Consultant may terminate this Agreement at any time, at will, for any reason or no reason, after giving written notice to City at least 60 calendar days before the termination is to be effective.

B. Obligations upon Termination. Consultant shall cease all work under this Agreement on or before the effective date of termination specified in the notice of termination. In the event of City's termination of this Agreement due to no fault or failure of performance by Consultant, City shall pay Consultant based on the percentage of work satisfactorily performed up to the effective date of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the Services required by this Agreement. Consultant shall have no other claim against City by reason of such termination, including any claim for compensation.

13. Force Majeure. Consultant shall not be liable for any failure to perform its obligations under this Agreement if Consultant presents acceptable evidence, in City's sole judgment, that such failure was due to acts of God, embargoes, inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental restrictions, governmental regulations, governmental controls, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or other causes beyond Consultant's reasonable control and not due to any act by Consultant.

14. Default.

A. Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default.

B. In addition to the right to terminate pursuant to Section 12, if the City Manager determines that Consultant is in default in the performance of any of the terms or conditions of this Agreement, City shall serve Consultant with written notice of the default. Consultant shall have ten calendar days after service upon it of the notice in which to cure the default by rendering a satisfactory performance. In the event that Consultant fails to cure its default within such period of time, City may, notwithstanding any other provision of this Agreement, terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

15. Notices. Any notice, consent, request, demand, bill, invoice, report or other communication required or permitted under this Agreement shall be in writing and conclusively deemed effective: (a) on personal delivery, (b) on confirmed delivery by

courier service during Consultant's and City's regular business hours, or (c) three Business Days after deposit in the United States mail, by first class mail, postage prepaid, and addressed to the Party to be notified as set forth below:

TO CITY:

City of Manhattan Beach
Attn: Adilia Miller, Public Works
1400 Highland Avenue
Manhattan Beach, California 90266

TO CONSULTANT:

Rick Engineering Company
Attn: Joe Hammond , Project Manager
36 Discovery
Suite 240
Irvine, CA 92618

COPY TO CITY ATTORNEY:

City of Manhattan Beach
Attn: City Attorney
1400 Highland Avenue
Manhattan Beach, CA 90266

16. Non-Discrimination and Equal Employment Opportunity. In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor or applicant for employment because of race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information, sexual orientation or other basis prohibited by law. Consultant will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment, without regard to their race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information or sexual orientation.

17. Prohibition of Assignment and Delegation. Consultant shall not assign any of its rights or delegate any of its duties under this Agreement, either in whole or in part, without City's prior written consent. City's consent to an assignment of rights under this Agreement shall not release Consultant from any of its obligations or alter any of its primary obligations to be performed under this Agreement. Any attempted assignment or delegation in violation of this Section shall be void and of no effect and shall entitle City to terminate this Agreement. As used in this Section, "assignment" and "delegation" means any sale, gift, pledge, hypothecation, encumbrance or other transfer of all or any portion of the rights, obligations, or liabilities in or arising from this Agreement to any person or entity, whether by operation of law or otherwise, and regardless of the legal form of the transaction in which the attempted transfer occurs.

18. No Third Party Beneficiaries Intended. This Agreement is made solely for the benefit of the Parties to this Agreement and their respective successors and assigns, and no other person or entity may have or acquire a right by virtue of this Agreement.

19. Waiver. No delay or omission to exercise any right, power or remedy accruing to City under this Agreement shall impair any right, power or remedy of City, nor shall it be construed as a waiver of, or consent to, any breach or default. No waiver of any breach, any failure of a condition, or any right or remedy under this Agreement shall be (1) effective unless it is in writing and signed by the Party making the waiver, (2) deemed to be a waiver of, or consent to, any other breach, failure of a condition, or right or remedy, or (3) deemed to constitute a continuing waiver unless the writing expressly so states.

20. Final Payment Acceptance Constitutes Release. The acceptance by Consultant of the final payment made under this Agreement shall operate as and be a release of City from all claims and liabilities for compensation to Consultant for anything done, furnished or relating to Consultant's work or services. Acceptance of payment shall be any negotiation of City's check or the failure to make a written extra compensation claim within ten calendar days of the receipt of that check. However, approval or payment by City shall not constitute, nor be deemed, a release of the responsibility and liability of Consultant, its employees, subcontractors and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by City for any defect or error in the work prepared by Consultant, its employees, subcontractors and agents.

21. Corrections. In addition to the above indemnification obligations, Consultant shall correct, at its expense, all errors in the work which may be disclosed during City's review of Consultant's report or plans. Should Consultant fail to make such correction in a reasonably timely manner, such correction may be made by City, and the cost thereof shall be charged to Consultant. In addition to all other available remedies, City may deduct the cost of such correction from any retention amount held by City or may withhold payment otherwise owed Consultant under this Agreement up to the amount of the cost of correction.

22. Non-Appropriation of Funds. Payments to be made to Consultant by City for services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted fund. In the event that City does not appropriate sufficient funds for payment of Consultant's services beyond the current fiscal year, this Agreement shall cover payment for Consultant's services only to the conclusion of the last fiscal year in which City appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

23. Exhibits. Exhibits A, B, C, and D constitute a part of this Agreement and are incorporated into this Agreement by this reference. If any inconsistency exists or arises between a provision of this Agreement and a provision of any exhibit, or between a provision of this Agreement and a provision of Consultant's proposal, the provisions of this Agreement shall control.

24. Entire Agreement and Modification of Agreement. This Agreement and all exhibits referred to in this Agreement constitute the final, complete and exclusive statement of the terms of the agreement between the Parties pertaining to the subject matter of this Agreement and supersede all other prior or contemporaneous oral or written

understandings and agreements of the Parties. No Party has been induced to enter into this Agreement by, nor is any Party relying on, any representation or warranty except those expressly set forth in this Agreement. This Agreement may not be amended, nor any provision or breach hereof waived, except in a writing signed by both Parties.

25. Headings. The headings in this Agreement are included solely for convenience of reference and shall not affect the interpretation of any provision of this Agreement or any of the rights or obligations of the Parties to this Agreement.

26. Word Usage. Unless the context clearly requires otherwise, (a) the words “shall,” “will” and “agrees” are mandatory and “may” is permissive; (b) “or” is not exclusive; and (c) “includes” or “including” are not limiting.

27. Time of the Essence. Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a Party of the benefits of any grace or use period allowed in this Agreement.

28. Business Days. “Business days” means days Manhattan Beach City Hall is open for business.

29. Governing Law and Choice of Forum. This Agreement, and any dispute arising from the relationship between the Parties to this Agreement, shall be governed by and construed in accordance with the laws of the State of California, except that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in interpreting this Agreement. Any dispute that arises under or relates to this Agreement (whether contract, tort or both) shall be resolved in a superior court with geographic jurisdiction over the City of Manhattan Beach.

30. Attorneys’ Fees. In any litigation or other proceeding by which a Party seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing Party shall be entitled to recover all attorneys’ fees, experts’ fees, and other costs actually incurred in connection with such litigation or other proceeding, in addition to all other relief to which that Party may be entitled.

31. Severability. If a court of competent jurisdiction holds any provision of this Agreement to be illegal, invalid or unenforceable for any reason, the validity of and enforceability of the remaining provisions of this Agreement shall not be affected and continue in full force and effect.

32. Counterparts. This Agreement may be executed in multiple counterparts, all of which shall be deemed an original, and all of which will constitute one and the same instrument.

33. Corporate Authority. Each person executing this Agreement on behalf of his or her Party warrants that he or she is duly authorized to execute this Agreement on behalf

of that Party and that by such execution, that Party is formally bound to the provisions of this Agreement.

[SIGNATURE PAGE FOLLOWS]

The Parties, through their duly authorized representatives are signing this Agreement on the date stated in the introductory clause.

City:

City of Manhattan Beach,
a California municipal corporation

Consultant:

Glenn A. Rick Engineering and
Development Company, DBA Rick
Engineering Company
a California Corporation

By: _____

Name: Bruce Moe
Title: City Manager

ATTEST:

By: _____

Name: Liza Tamura
Title: City Clerk

APPROVED AS TO FORM:

By: _____

Name: Quinn M. Barrow
Title: City Attorney

APPROVED AS TO FISCAL IMPACT:

By: _____

Name: Steve S. Charelian
Title: Finance Director

APPROVED AS TO CONTENT:

By: _____

Name: Erick Lee
Title: Public Works Director

By: _____

Name: Kai Ramer, PE
Title: President and Chief Operating Officer

By: _____

Name: Barry J. Cowan, PE
Title: Associate Principal

**PROOF OF AUTHORITY TO BIND
CONTRACTING PARTY REQUIRED**

EXHIBIT A SCOPE OF SERVICES

Scope of Services

Consultant to provide design services for the Aviation Boulevard Missing Sidewalk Project in terms of preparing site plan, plans, specifications, cost estimate, and structural calculations for the retaining wall. The design consultant shall prepare a complete drawing set of plans, notes and details to construct the proposed improvements. The construction drawings shall include all necessary and significant civil aspects of design and utilize the City's standard title block. The design consultant shall prepare detailed Specifications for the improvements to be incorporated into the City's standard "boilerplate" Contract Documents. The design consultant shall prepare detail cost estimate for the improvements. All drawing sheets must be stamped by a civil engineer, licensed by the State of California. Plans and calculations for products designed by others must be reviewed and approved by the engineer of record for the project. The design consultant shall ensure that the final design contains a typical industry standard level of detail required to procure and construct the proposed improvements. Design submittals are required to be submitted to the City for review and comment at 60%, 90% and 100% Plans and Specifications.

The work includes, but is not limited to the following design services:

- A. Project Management and Meetings - Provide full turnkey oversight of the design phase of the project. The Consultant shall provide project administration including necessary project meetings, meeting notes, quality control and adherence to the project schedule. The Consultant shall meet with the City to initiate the project and obtain a clearer understanding of the project elements. The Consultant's project manager may be required to attend pre-bid meeting prior to construction. All project meetings shall be included in the overall fee proposal. The Consultant shall coordinate with other agencies, utilities and affected property owners related to this project. Consultant is required to comply with all Federal provisions of FTA and attached Metro Agreement stipulations.

Upon receipt of the Notice to Proceed, RICK will coordinate a kick-off meeting with City staff to review and discuss project background, scope, budget, schedule, staff preferences and objectives, and other pertinent details of the project. This meeting will immediately be followed-up with a distribution of meeting minutes to all attendees and other interested parties. The project schedule including City review times will be agreed upon with the City prior to the commencement of work. Use of common software such as Microsoft Projects will be used to monitor the project schedule.

Following the initial kick-off meeting RICK will coordinate monthly meetings with City staff to review the status of the project. Prior to each meeting, RICK will distribute a meeting agenda, meeting minutes from prior meeting, a current project schedule, cost estimate, and a status of coordination activities with SCE and other utilities as well as adjacent agencies and property owners affected by the project. During these meetings,

unforeseen project constraints, possible design options and design recommendations will be presented to staff for their consideration. A discussion item for these meetings will be the status of the required Right-of-Way acquisition and coordination with the adjacent property owners. Also discussed at the meetings will be the on-going coordination with SCE and the other affected utility companies. These meetings will immediately be followed-up with a distribution of meeting minutes to all attendees and other interested parties. For this item, a total of eight (8) monthly meetings is being assumed.

The RICK Team will coordinate meetings with each affected private property owner to discuss the following:

- *proposed sidewalk improvements*
- *removal and/or relocation of existing private signage*
- *needed Right-of-Way dedication / Temporary Construction Easement (TCE).*
- *retaining wall/fencing along Right-of-Way line*
- *landscape/irrigation modifications and temporary service outages*
- *needed access to the property and temporary access closures*
- *needed on-site Traffic Control devices*
- *project schedule*

The RICK Team will attend a pre-bid meeting and be prepared to answer questions if requested by City staff.

The RICK Team will complete quality assurance and quality control (QA/QC) checks prior to submitting work for the City's review. The QA/QC check will include review of design, engineering, drafting and clerical errors or omissions. Rick Engineering maintains a comprehensive Quality Control Manual that includes a variety of checklists. These checklists will be completed by the Project Engineer and reviewed by the Project Manager.

Monthly invoices will be reviewed by the RICK project manager for accuracy and compliance with the contract documents prior to submittal to the City.

Deliverables:

- *Assumes up to twelve (12) project meetings*
 - *Assumes four (4) meetings with adjacent property owners to facilitate right of way acquisition*
- B. Background Research- Research and obtain available as-built plans (inclusive of all utilities, communication, etc.) to be depicted on the plans, construction records, City's water/sewer/storm drain plans, topographic survey, survey ties, City benchmarks, basis for bearings and stationing, existing right-of-way (to be clearly depicted on the plans), City standards, and improvements within and adjacent to the project area. Conduct field investigation to identify existing conditions in and around each project work area. The Consultant shall keep a log of all documents obtained for the project.

Included in this task will be a thorough field investigation that identifies and documents the observable utilities and areas of drainage run-on as well as the condition of the asphalt pavement, sidewalks, curbs and cross gutters in the vicinity of the project. Where repair or replacement of adjacent surface improvements or signage in the vicinity of the project is prudent, the work will be added to the contract documents with staff's acknowledgement.



Distressed asphalt pavement to be replaced with wide PCC cross-gutter

Potential conflicts between the proposed construction and the existing utilities can be seen throughout the project area. Careful consideration to the existing utilities and their potential impact on construction cost and schedule will be taken into account throughout the design process.

It is assumed that no pot-holing or utility mark-out services will be required for the project as part of the design and plan preparation phase of the project. But if it is later determined that a subsurface investigation is needed, the RICK Team will prepare required exhibits and coordinate with a utility underground locating service. Any fees charged by an underground utility locating service will be the responsibility of the City.

Deliverables:

- ***A log of obtained reference documents***

- C. Utility & Agency Coordination - The Consultant shall prepare and mail preliminary utility notices on City letterhead to obtain maps and other documents to identify existing utility locations on the plans. The utility notices are as follows: 1st Utility Notice - Preliminary Project Notice and Request As-built Maps; 2nd Utility Notice - Review and Identify Potential Conflict and Need to Relocate; 3rd Utility Notice - Notice to Relocate; and 4th Utility Notice - Final Notice to Relocate Immediately, if applicable. The Consultant shall document via log sheet, updated regularly, and call or meet the utility companies, as necessary, until a written response form is received from each potential conflicting utility. The Consultant shall coordinate with affected utility companies to depict any necessary utility modifications.



SCE power poles and guy wire obstruction through proposed sidewalk alignment

The City has available contact information for affected utilities, if needed. It may be assumed that the detailed design for new or relocated utilities will be prepared by the

affected utilities, and construction of the same will be the responsibility of the affected utility. Coordination for any work impacting adjacent cities or Caltrans right of way including plan check, traffic control plans and permit approvals is considered part of the Consultant's work to address so that the improvements can be constructed in a timely manner.

The RICK Team recognizes that some utility companies treat as-built requests and plan coordination with low priority and therefore it will be incumbent upon us to start the research and coordination process immediately upon receiving a Notice to Proceed for the project from the City. Furthermore, we will keep a complete and accurate log of communication with the various utility companies and keep the City informed of our progress in this effort.

The RICK Team will coordinate and lead a meeting with SCE to discuss project relocation needs and schedule. This meeting will immediately be followed-up with meeting notes that include action items and the agreed upon schedule.

The RICK Team will provide copies of the sidewalk improvement plans to SCE and other affected utilities along with CAD base files as required by SCE for their use in preparing their utility relocation plans. Upon completion and receipt of the relocation plans, the RICK Team will review the plans to verify that the conflicts have been resolved and that no further conflicts are being created with the proposed relocations. The RICK Team will coordinate and lead a follow-up meeting with SCE and other affected utilities, if required.

RICK will request as-built utility plans from the potentially affected utility agencies, as well as send preliminary project notifications and utility notices with each plan submittal (1st, 2nd, & 3rd)

Deliverables:

- ***Utility communication log***
- ***Assumes up to four (4) meetings with SCE***

- D. Field Verification - Conduct detailed field check of project area to note surface locations of existing utilities and private property improvements. The Consultant's lead project manager will be required to walk the sidewalk location with the City's project manager once the 100% plans are completed prior to the City advertising the PS&E for bidding purposes and any discrepancies with field conditions will be corrected on the plans at the Consultant's expense at that point.

The RICK Team recognizes that a complete and accurate plotting of the researched utilities is imperative to avoiding conflicts and delays during construction. We also are aware that site conditions may change through the design phase of the project. Therefore, a periodic review of the site conditions will be performed.

Deliverables:

- ***One site meeting with City staff at start of project***
- ***One site meeting with City staff at 100% plan completion prior to advertise***

E. Surveying and Site Conditions - The Consultant shall provide all necessary land surveying services to identify all features, objects and critical control points required to prepare the construction plans and other documents for this Project. Said surveying shall include sufficient adjacent areas as needed to join or match existing conditions especially for each proposed ADA compliant curb ramp and driveway approach design.

The RICK Team's surveyor, Conaway Geomatics Inc., will provide topographic surveys and Right-of-Way mapping for the project.

Survey Control - Conaway Geomatics will establish horizontal and vertical control for the topographic and Right-of-Way surveys along with locating a select number of boundary monuments. The control will be established with geodetic grade dual frequency GPS receivers. The GPS observations will be adjusted to the California State Plane Coordinate, NAD 83, Zone 5 for horizontal values and NAVD 88 elevations constrained to the surrounding CSRS CORS stations holding coordinates based on the CSRC published 2017.5 epoch. Elevations will be established with a closed level loop run from a Los Angeles County benchmark.

Boundary and Right of Way- Conaway Geomatics will coordinate the record maps that created the Right-of-Way for Aviation Blvd. into a mosaic record Right-of-Way drawing that will cover the project limits. Record mapping will include the Right-of-Way lines and parcel lines in the areas of the proposed project. To establish a "best fit" of the record maps on the ground, a select number of County and City centerline monuments will be calculated as well. The monuments will be located and tied during the control and topographic survey effort. Assessor's parcel numbers and addresses will be obtained from Los Angeles County GIS data.

Topographic surveys – The project design mapping will be collected with a high-definition LiDAR scanner and robotic total station. Survey observations will be taken in cross-sectional format and will included full roadway sections extending 50' beyond the project limits along Aviation Blvd. The cross sections will include observations at the travel way, back of walk, top of curb, flowline lip of gutter, crown of road and will extend 10' beyond the proposed improvements. The surveys will include all visible utilities, driveways, ramps, fence lines, walls, trees, high points and low points within the project limits. Cross- sections will be sampled at sufficient intervals to allow for ADA design. Storm drain drop inlets will be dipped for invert elevations, pipe diameters and direction of flow. The topographic survey will be augmented with an aerial drone flight to capture high resolution color images. The drone photography will extend 100' beyond the project limits.

Base Mapping - Once the topographic and right of way field surveys are complete, Conaway Geomatics will compile a comprehensive base map for the project limits. The base map will be prepared at 1" = 40' scale and will include the boundary and topographic.

features listed above. Contours will be displayed at 1' intervals with a spot elevation labels at critical grades. The mapping will include a digital color orthophoto derived from the drone data. All surveyed and mapped planimetric features, utilities, topographic features, right of way lines, parcels lines, controlling monuments, permanent benchmark location and survey control will be shown on the base map and placed on the appropriate National CADD Standard layers.

Deliverables:

- ***Digital CADD files in AutoCAD C3D format complete with digital terrain model***
- ***Digital Color Orthophoto***

F. Right-of-Way - Negotiations with adjacent property owners and preparation of legals and plats for Right-of-Way dedication or private pedestrian access easement. Preparation of Temporarily Construction Easements (TCE) to perform grading and landscape outside the dedicated Right-of-Way area.

The RICK Team will prepare two (2) appraisal reports adhering to USPAP, CA Eminent Domain Law and The Uniform Act. The appraisals will consider the Sales Comparison Approach to value. We will determine Fair Market Value as defined in the CA Code of Civil Procedure. It is assumed that the partial acquisition will not impact any building improvements or significant site improvements and that valuing the underlying land will be sufficient. Specifically, the two subject properties are the Northrop Grumman Property at 3001 N. Aviation Blvd and the Manhattan Gateway Shopping Center Property at 1800 Rosecrans Avenue. Included in this item is the cost to obtain a title report for each property.

The RICK Team will then contact the property owners and present a written offer package to purchase real estate or property rights. Upon completed negotiations with property owners, RICK will prepare written documents necessary to conclude the acquisition of such real estate or property rights.

Included in this item is preparation of up to four (4) plat maps and legal descriptions. One for each property's Right-of-Way dedication or private pedestrian easement and one for each property's Temporary Construction Easement (TCE). We realize that Section 5.H in the RFP's scope of work specifies an estimated minimum of ten (10) plat and legal descriptions will be required but we only see a need for four (4).

Deliverables:

- **Two (2) appraisal reports**
- **Two (2) offer packages**
- **Two (2) dedication documents**
- **Four (4) Plat maps and legal descriptions**

- G. The Consultant must conduct the appropriate geotechnical investigation to adequately convey the information in the project plans and specs so that the bidders can provide a fair and accurate bid. The soil condition in Manhattan Beach is primarily collapsible sandy loam material. Consultant must conduct soil testing for potential of expansive and contaminated soils along proposed sidewalk location.

Based on our review of existing geotechnical data in the project vicinity, the subsurface profile will likely consist of 2 to 6 feet of fine-grained soils (i.e., silts and clays) underlain by coarse-grained soils (i.e., sands) with varying amounts of fines. Data available through online resources indicates that groundwater is likely more than 50 feet below the ground surface within the footprint of the proposed improvements. The site is not mapped within an Alquist-Priolo Fault Zone, landslide zone, or liquefaction zone based on information available on maps published by the California Geological Survey.

The RICK Team's geotechnical consultant, Diaz-Yourman and Associates (DYA), will coordinate access to the site with the adjacent property owner(s), obtain temporary encroachment permits, mark boring locations in the field and contact USA. They will then perform a subsurface exploration by coring the existing asphalt pavement, perform two (2) hand auger borings, each ranging from approximately 5 to 10 feet deep. When completed, the borings will be backfilled and the pavement patched.

DYA will then perform laboratory testing including six (6) moisture content, six (6) index tests, one (1) shear strength, two (2) expansion potential, two (2) compaction, and two (2) corrosion tests.

Based on our review of the RFP, we understand that the City of Manhattan Beach has indicated that the onsite soils in the area of the proposed improvements should be screened for potentially hazardous materials. DYA will collect subsamples from the geotechnical soil samples and perform hazardous materials laboratory testing to check the soils for typical potential contaminants (e.g., Title 22 metals, total petroleum hydrocarbons [TPH], volatile organic compounds [VOC]).

DYA will provide a draft report with conclusions and recommendations regarding seismic/geological hazards, earthwork/grading, shallow foundation bearing capacity and settlement, lateral earth pressures, and corrosion potential. The report will then be provided to staff for comment after which DYA will respond to the review comments and finalize the report.

Deliverables:

- **One (1) final geotechnical report**

- H. Construction Plans and Specifications - Prepare design drawings for all improvements identified in AutoCAD format. Prepare detailed plan & profile and detail sheets (24"x36").

plans) for the proposed improvements utilizing the City's standard title block (see Engineering Division website for sample) including complying with layout, notes and formatting. Draft plans and cost estimates shall be submitted to the City at 60% 90% and 100% completion with cost estimates of all line items matching in Bid Schedule of the specifications for review and comments. The Consultant shall allow at least two (2) weeks for City review of each plan submittal.

These plans must include bringing any abutting and/or applicable non-compliant ADA curb ramps into current compliance with customized design. The missing sidewalk, ADA curb ramps (new and existing), and driveway, will be required to comply with ADA requirements to the maximum extent possible. There might be locations where a current non-compliant ADA curb ramp can be replaced with a curb ramp that is more compliant but not completely in compliance. These curb ramps will require a Curb Ramp Memo (sample available on Engineering Division Web site) that documents the before and after conditions to show improvements in ADA compliance. The Consultant must prepare and place the PE stamp on this Memo. This Memo will become permanent record on the City's ADA Transition Plan as public record. In some cases, compliant ADA curb ramps may be constructed if adequate private property dedication for pedestrian easement or right of way dedication or temporary construction easement occurs. Street driveway crossing will require with compliance of City Standards, and wider than existing cross gutter per City standard for street intersections will need to be incorporated. Consultant will be required to prepare the plat and legal description for the conveyance of the easement from the property owners. Please estimate at least 10 such plats and legals. Due to the extensive existing landscaping that will be impacted by the sidewalk project, the Consultant must include necessary scope of work for necessary new planting and irrigation in the area behind the sidewalk with concurrence of the adjoining property owner.

The Consultant shall prepare the entire project bid specifications using City-provided front-end boilerplate template in MS Word format. Bid Specifications shall include all boilerplate, related exhibits, and necessary documents to comply legal requirements and good professional practices. Include all required technical specification sections and forms. The Consultant is responsible for ensuring that the specs must include all necessary FTA Federal grant provisions as applicable.

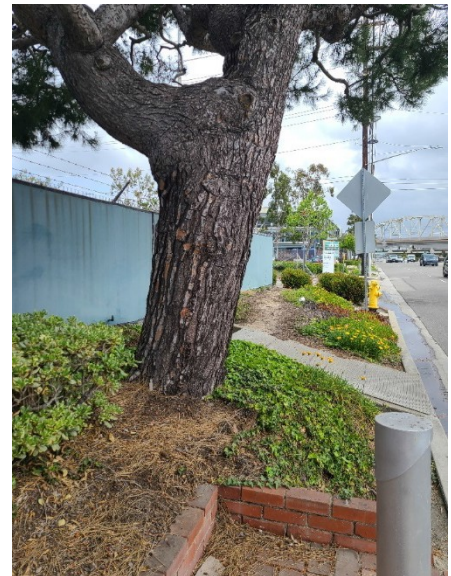
Final Construction Plans and Specifications - Upon review and submittal of final corrections by the City, the Consultant shall prepare a final PS&E package, including full size plans on Mylar with engineer's signatures and stamps. Consultant's Engineer of Record will be required to sign and stamp every plan sheet. They will also be required to sign the Front Cover of the entire project bid specifications document (inclusive of City boilerplate customized to the specific project by the Consultant) as the responsible Engineer.

Final Construction Cost Estimate - Prepare a final itemized construction cost estimate in MS Excel format pursuant to the final design. Line items shall correspond to the bid items in the Specifications.

The following is a listing of plan sheets with corresponding scale with estimated number of sheets to be used, as determined by the City.

PLAN DESCRIPTION	PLAN SCALE	ESTIMATED NO. OF SHEETS
Title Sheet	Varies	1
Typical Sections, Construction Notes and Details	1"=10', Varies	2
Curb Return & Drainage Details	1"=10'	1
Demolition Plan	1"=40'	1
Improvement Plans and Profiles	1"=20' H, 1"=4' V	2
Retaining Wall Plan and Profile and Sections	1"=40' H, 1"=4' V	1
Landscaping and Irrigation Plans and Details	1"=20'	4
Traffic Control Plans	1"=40'	1

Demolition Plan – The RICK Team will prepare a demolition plan that clearly marks the limits of removal and existing items to be removed or protected in place. Notes will also be added to the contractor regarding the demolition of private facilities that will need limited time out of service such as signage, fencing, walkways, driveways, and irrigation. The plan will also include location for temporary fencing and notes to ensure that the private property remain secure. Cautionary notes to the contractor regarding the overhead lines will also be included.



Existing trees and shrubbery to be removed

Improvement Plans – The RICK Team will prepare improvement plans for sidewalk and six (6) ADA compliant pedestrian ramps along the west side of Aviation Boulevard from the intersection of Aviation Boulevard and 33rd Street to approximately 590' north of 33rd Street. 10-scale details will be provided for the replacement of pedestrian ramps on the southwest and northwest corners of the Aviation Blvd/33rd St intersection and new pedestrian ramps at the private driveways to the Northrop Grumman and the Manhattan Gateway Shopping Center properties. Also included in the plan will be the replacement of the cross-gutter at the Northrop Grumman driveway. It is our understanding that the existing curb inlet at the northwest corner of Aviation Blvd/33rd St intersection will remain in place.

Currently there are two culverts conveying surface flow from the private properties to the Aviation Blvd gutter. It is our understanding that these flows will be directed under the new sidewalk in City standard sidewalk outlet structures (City Standard Plan No. MBSI-151A-0). Included in this item are drainage calculations to verify the capacity of the sidewalk outlet structures. Excluded from this item is any analysis, design or plan preparation for an underground storm drain system, if needed. Also



Flow from storm water culverts to be diverted through sidewalk outlet structures

excluded is any analysis, report or design of storm water treatment control BMPs.

Retaining Wall Plans – The RICK Team will prepare retaining wall plans for the back of the proposed sidewalk. The plans will show a profile for the length of the wall and periodic typical cross-sections at each change of condition. Where required, a guardrail or fencing will be included in the top or directly behind the retaining wall. For this item, the retaining walls will adhere to SPPWC standard plans.

Landscape and Irrigation Plans – The RICK in-house landscape architect will prepare landscape and irrigation plans to replace the disturbed areas of the private site with new plantings and retrofit the existing potable irrigation system. For this item, the landscape architect will perform a detailed site walk to determine surrounding constraints and visually observe above ground irrigation components. The landscape architect will then prepare a conceptual landscape plan for review by City staff prior to presenting the plan to the private property owner. Upon acceptance of the conceptual plan, the landscape architect will seek to obtain as-built irrigation plans and meet with the property owner's maintenance personnel (if available) to gain a better understanding of existing potable irrigation system. A planting plan will be prepared showing graphic location and identification of plant materials to be used, including quantities, sizes, varieties and planting details for site conditions. An irrigation plan will be prepared that shows a diagrammatic layout of landscape irrigation piping, valves, control equipment, sprinkler heads and related equipment for the irrigation of planted areas, specifically calling out pipe and equipment sizing and types, brand and model. This will also include necessary details for the installation of the system.

Traffic Control Plans – The RICK in-house traffic engineers will prepare a traffic control plan for the installation of the sidewalk and six (6) ADA compliant pedestrian ramps along the west side of Aviation Boulevard from the intersection of Aviation Boulevard and 33rd

Street to approximately 590' north of 33rd Street. Two (2) stages of traffic control is anticipated for this work. Traffic control design will follow California Manual on Uniform Traffic Control Devices (CA MUTCD) and the City of Manhattan Beach requirements. Included in this item are separate encroachment permits from neighboring El Segundo and Hawthorne for traffic control signage.

Technical Specifications - *Prepare technical specifications based on the City's boiler plate template and modified to the 2021 edition of the Standard Specifications for Public Works Construction "Green Book". The specifications will set forth the method of installation and quality standards for materials and workmanship for the finished product as well as provide requirements for post construction maintenance. A Schedule of Bid Items will be prepared consistent with plans and Section 9 – Measurement and Payment of the General Provisions will be completed.*

Construction Cost Estimate – *The RICK Team will prepare and submit preliminary quantity and construction cost estimate at the 60%, 90% and 100% submittals. At each submittal, RICK will compare the estimated cost to the project budget. If the estimated cost exceeds the construction budget, Rick Engineering will inform the City and provide recommendations for costs reduction. Rick Engineering maintains a comprehensive list of construction costs from a wide variety of projects. The unit prices used for this cost estimate will be derived from the most recent projects of similar scope as well as other reliable published sources.*

Note that we have included plats and legal descriptions in item F, above.

It is our understanding based on responses to questions received for this RFP that traffic signal modification will not be required to relocate/add pedestrian push buttons or add a crosswalk on the north side of the intersection. However, if it is later determined that a traffic signal modification is required, the RICK Team can provide this service for an additional fee.

Deliverables:

- *60%, 90% and 100% Plans, Specifications and Estimate*
- *Curb Ramp Memo, if required*

- I. Bidding Assistance - During bidding period, provide assistance in drafting responses to provide clarification as part of addenda.

The RICK Team understands that the most effective manner of keeping questions to a minimum during the bidding process is to prepare complete and accurate plans and specifications. If questions arise during the bidding phase, The RICK Team's project manager will be the single Point-of-Contact for the City. This project manager will maintain an open line of communication and be available to respond to the City's request with high priority. Furthermore, the RICK Project Manager will notify other team

members of the bid date to ensure that proper personnel are available to respond during the bidding process. It will be the RICK project manager's responsibility to field requests from the City, solicit input from other team members and provide a response in a prompt and thorough manner. It will be critical that all correspondence with the bidders be in writing and in the format dictated by the City. All direct inquiries from bidders will be promptly referred to the City.

Deliverables:

- ***One pre-bid meeting***

- J. Construction Assistance - The Consultant shall provide answers to design questions, review and approve cut-sheet submittals, and respond to Requests for Information (RFI's) submitted to the City during the construction phase.

As mentioned above, The RICK Team understands that the most effective manner of keeping questions to a minimum during the construction phase of the project is to prepare complete and accurate plans and specifications. If questions arise during the construction phase, The RICK Team's project manager will be the single Point-of-Contact for the City and be available to respond to the City's requests with high priority. Again, it will be critical that all correspondence with the contractor be in writing and in the format dictated by the City. All direct inquiries from the contractor will be promptly referred to the City.

The RICK Team will attend a pre-construction meeting and be prepared to answer questions from the contractor if requested by City staff.

Material submittals from the contractor will be reviewed against the project's plans and specifications in a timely manner.

If requested by the City, a final field walk-thru will be performed at the end of construction by the RICK Project Manager and a punchlist of items that do not meet the plans and specifications, or otherwise need further attention, will be provided.

Deliverables:

- ***Up to six (6) site meetings***
- ***Review of contractor submittals***
- ***Response to RFIs***

- K. The Consultant shall provide as-built plans of the final constructed project pursuant to modifications made at the time of construction per the red lined comments provided by the City and Contractor. At the end of the project, provide a complete set of as- built/record drawings on Mylar sheets. The as-built drawings shall be provided to the City and approved prior to the release of the final progress payment. The City will be the owner of all original drawings, documents, and digital information. All digital and or computer generat

drawings shall be the property of the City and a copy shall be submitted to the City on a CD-RW disk in

AutoCAD and PDF formats.

As-built documents will be prepared and submitted to the City as noted above in a timely manner.

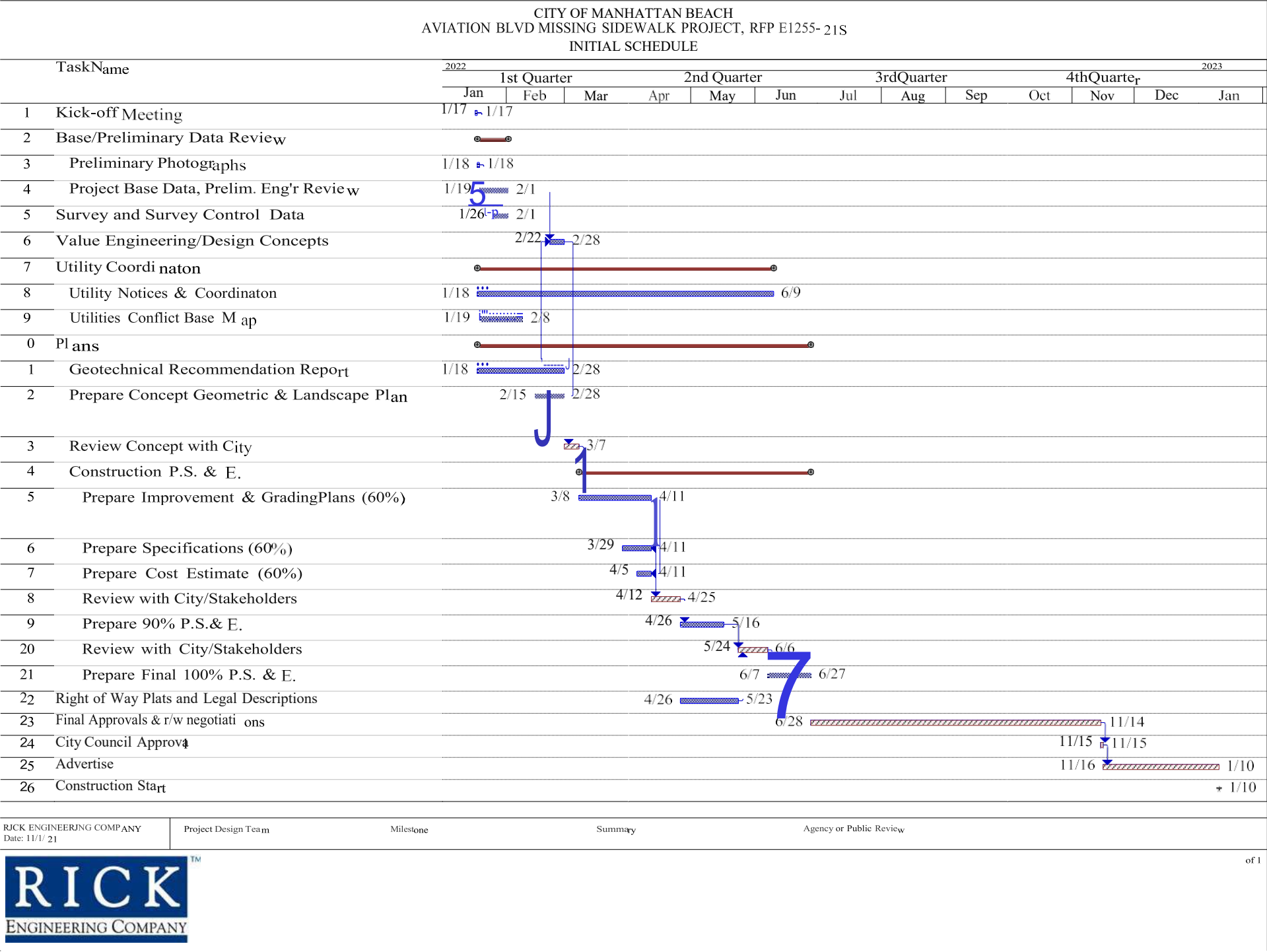
Deliverables:- Signed/sealed as-built mylars

Resource Allocation

Resource Allocation Matrix - City of Manhattan Beach; Aviation Boulevard Missing Sidewalk Project (R
4/26/2021, Rev 11/3/2021

TASK DESCRIPTION			Rick Engineering Company							Conaway Geomatics					DUEx	Diaz Yourman Assoc.						NuMarc	Total	Total	Total	Total	Total	Total	TOTAL HOURS	
			Civil/Tranportation Engineering			Traffic			Landscape Architecture		Surveys and Mapping					Dry Utility Coord.	Geotechnical						Right of Way Acquisition	Rick Eng'r	LS Arch Rick Eng'r	Conaway Geomatics	DUEx	Diaz Yourman Assoc.		NuMarc
			Associate Principal	Principal Project Engineer	Associate Engineering Designer	Senior Traffic Engineer	Principal Traffic Engineer	Principal Traffic Designer	Principal Project Landscape Architect	Associate Landscape Designer	Project Survey Manager	Survey Analyst	Project Surveyor	Survey Technician	2-Person Survey Crew	Project Manager	Principal	Project I	Staff I	Prevailing Wage I	CADD	Technical Editor	Sr. Acquisition Specialist	HOURS	HOURS	HOURS	HOURS	HOURS		HOURS
			10	30					24													4	40	24	0	0	0	4	68	
A.		Project Management & Meetings	1	4	8				12	20	2	4											13	32	6	0	0	0	51	
B.		Background Research	8	36	24									38								68	0	0	0	38	0	0	106	
C.		Utilities & Agency Coordination	1	8	12	1	8															30	0	0	0	0	0	0	30	
D.		Field Verification	0	2							2	16	8		16							2	0	42	0	0	0	0	44	
E.		Surveying and Site Conditions	1	4							4		16	32								104	5	0	52	0	0	104	161	
F.		Right of Way	0.5	2												19	37	23	8	6	6	2.5	0	0	0	0	99	0	101.5	
G.		Geotechnical Evaluation & Reporting																				0	0	0	0	0	0	0	0	
H.		Construction Plans	1	3	14																	18	0	0	0	0	0	0	18	
	H.1	Title Sheet	1	4	18																	23	0	0	0	0	0	0	23	
	H.2	Typical Cross Sections	1	6	18																	25	0	0	0	0	0	0	25	
	H.3	Construction Notes & Details	2	15	42																	59	0	0	0	0	0	0	59	
	H.4	Sidewalk Improvement Plans and Profiles	1	3	20																	24	0	0	0	0	0	0	24	
	H.5	Grading/Retaining Wall Plans	0	0					40	100												0	140	0	0	0	0	0	140	
	H.6	Landscape & Irrigation Plans		0		4	12	20														36	0	0	0	0	0	0	36	
	H.7	Traffic Control Plans	2	35																		37	0	0	0	0	0	0	37	
	H.8	Specifications and Cost Estimates	0.5	4	4				10													8.5	10	0	0	0	0	0	18.5	
I.		Bidding Assistance	4	24					16	24												28	40	0	0	0	0	0	68	
J.		Construction Assistance	1	2	8				8	12												11	20	0	0	0	0	0	31	
K.		Asbuilt Plans																												
TOTAL HOURS:			35	182	168	5	20	20	110	156	8	20	24	32	16	38	19	37	23	8	6	6	108							973
OPTIONAL ITEMS																														
	H.9	Signing and Striping Plans				2	10	12															24	0	0	0	0	0	0	24
	H.10	Traffic Signal Modifications Plans				8	24	40															72	0	0	0	0	0	0	72
TOTAL OPTIOPNAL HOURS:			0	0	0	10	34	52	0	0	0	0	0	0	0	0	0	0	0	0	0	0	96	0	0	0	0	0	0	96

Project Schedule



Organizational Chart

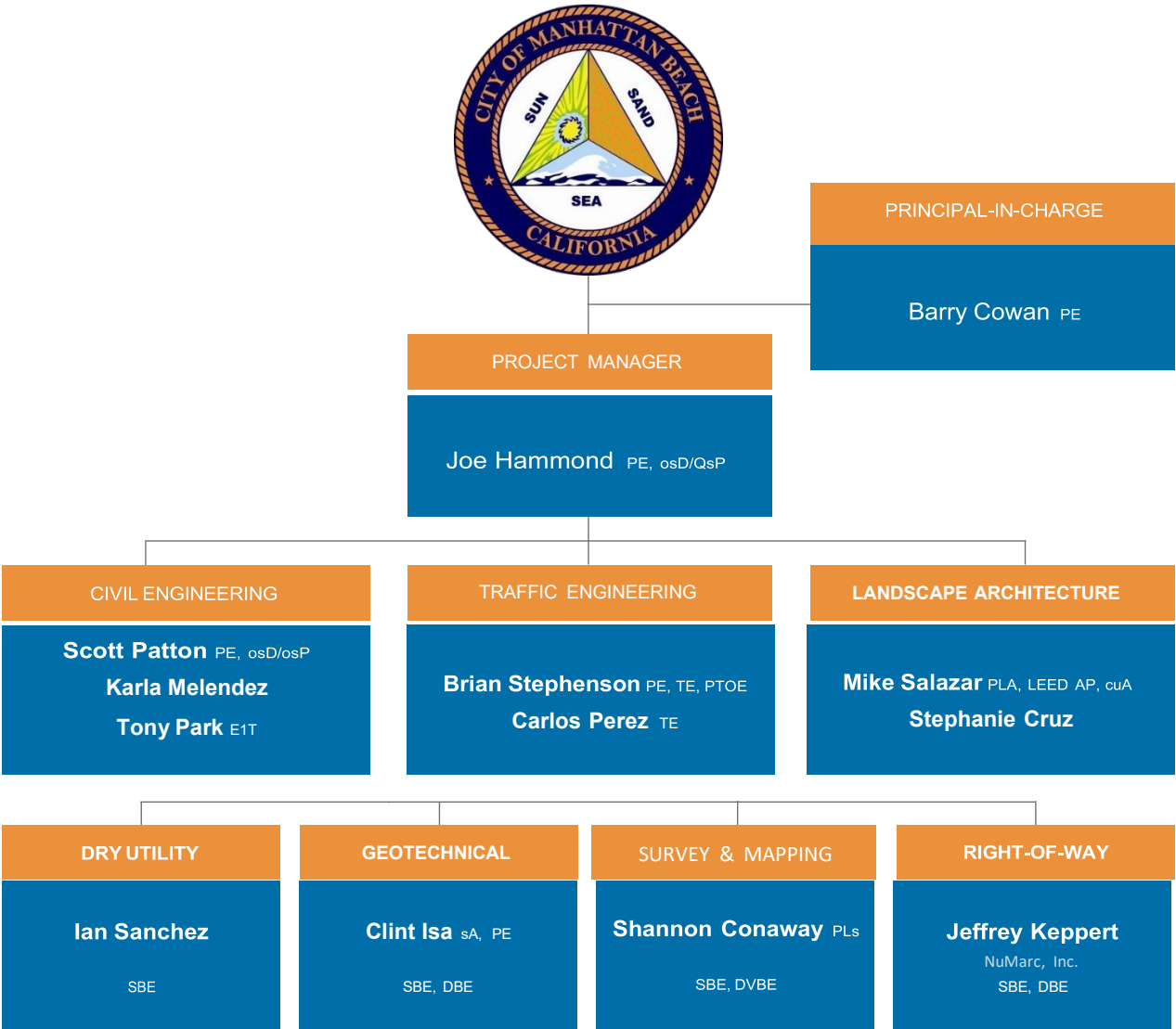


EXHIBIT B
APPROVED FEE SCHEDULE



Project Fee
Schedule

Resource Allocation Matrix - City of Manhattan Beach; Aviation Boulevard Missing Sidewalk Project (
4/26/2021, Rev 11/3/2021

TASK DESCRIPTION			Rick Engineering Company							Conaway Geomatics					DUEx	Diaz Yourman Assoc.						NuMarc		Total		Total		Total		Total		Total		TOTAL HOURS						
			Civil/Tranportation Engineering			Traffic			Landscape Architectur		Surveys and Mapping					Dry Utility Coord.	Geotechnical						Right of Way Acq.		Rick Eng'r		Landscape Architecture Rick Eng'r		Conaway Geomatics		DUEx		Diaz Yourman Assoc.		NuMarc					
			Associate Principal	Principal Project Engineer	Associate Engineering Designer	Senior Traffic Engineer	Principal Traffic Engineer	Principal Traffic Designer	Principal Project Landscape Architect	Associate Landscape Designer	Project Survey Manager	Survey Analyst	Project Surveyor	Survey Technician	2-Person Survey Crew	Project Manager	Principal	Project I	Staff I	Prevailing Wage I	CADD	Technical Editor	Sr. Acquisition Specialist	Appraisal Fee (per parcel fee)	HOURS	FEE	HOURS	FEE	HOURS	FEE	HOURS	FEE	HOURS		FEE	HOURS	FEE			
A.		Project Management & Meetings	10	30					24													4		40	\$7,390		24	\$3,624	0	\$0	0	\$0	0	\$0	0	\$0	4	\$388	68	
B.		Background Research	1	4	8				12	20	2	4												13	\$1,738		32	\$3,892	6	\$780	0	\$0	0	\$0	0	\$0	0	\$0	51	
C.		Utilities & Agency Coordination	8	36	24										38									68	\$10,484	0	\$0	0	\$0	38	\$5,700	0	\$0	0	\$0	0	\$0	0	\$0	106
D.		Field Verification	1	8	12	1	8																	30	\$4,476	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	30		
E.		Surveying and Site Conditions		2							2	16	8		16									2	\$350	0	\$0	42	\$8,420	0	\$0	0	\$0	0	\$0	0	\$0	44		
F.		Right of Way	1	4							4		16	32								104	2	5	\$914	0	\$0	32	\$7,240	0	\$0	0	\$0	106	\$17,688	163				
G.		Geotechnical Evaluation & Reporting	0.5	2												19	37	23	8	6	6			2.5	\$457	0	\$0	0	\$0	0	\$0	99	\$18,216	0	\$0	101.5				
H.		Construction Plans																						0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0				
	H.1	Title Sheet	1	3	14																			18	\$2,181	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	18				
	H.2	Typical Cross Sections	1	4	18																			23	\$2,768	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	23				
	H.3	Construction Notes & Details	1	6	18																			25	\$3,118	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	25				
	H.4	Sidewalk Improvement Plans and Profiles	2	15	42																			59	\$7,379	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	59				
	H.5	Grading/Retaining Wall Plans	1	3	20																			24	\$2,799	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	24				
	H.6	Landscape & Irrigation Plans							40	100														0	\$0	140	\$16,440	0	\$0	0	\$0	0	\$0	0	\$0	140				
	H.7	Traffic Control Plans				4	12	20																36	\$5,064	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	36				
	H.8	Specifications and Cost Estimates	2	35																				37	\$6,553	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	37				
I.		Bidding Assistance	0.5	4	4				10															8.5	\$1,219	10	\$1,510	0	\$0	0	\$0	0	\$0	0	\$0	18.5				
J.		Construction Assistance	4	24					16	24														28	\$5,056	40	\$4,912	0	\$0	0	\$0	0	\$0	0	\$0	68				
K.		Asbult Plans	1	2	8				8	12														11	\$1,388	20	\$2,456	0	\$0	0	\$0	0	\$0	0	\$0	31				
TOTAL HOURS:			35	182	168	5	20	20	110	156	8	20	24	32	16	38	19	37	23	8	6	6	108	2														973		
HOURLY BILLING RATE:			\$214.00	\$175.00	\$103.00	\$202.00	\$178.00	\$106.00	\$151.00	\$104.00	\$190.00	\$100.00	\$155.00	\$125.00	\$325.00	\$150.00	\$288.00	\$182.00	\$144.00	\$167.00	\$102.00	\$125.00	\$97.00	\$3,800																
ESTIMATED TOTAL COST:			\$7,490	\$31,850	\$17,304	\$1,010	\$3,560	\$2,120	\$16,610	\$16,224	\$1,520	\$2,000	\$3,720	\$4,000	\$5,200	\$5,700	\$5,472	\$6,734	\$3,312	\$1,336	\$612	\$750	\$10,476	\$7,600																
SUBTOTAL PER DIVISION			\$56,644			\$6,690			\$32,834		\$16,440					10.6%	\$5,700		\$18,216					11.8%	\$18,076		6.8%	430	\$63,334	266	\$32,834	100	\$16,440	38	\$5,700	99	\$18,216	110	\$18,076	\$154,600
REIMBURSABLES PER DIVISION **			\$1,133			\$201			\$657										\$6,703					\$2,000														\$10,693		
TOTAL COST PER DIVISION:			\$57,777			\$6,891			\$33,491		\$16,440					\$5,700			\$24,919					\$20,076														\$165,293		

TOTAL COST \$165,293
Optional Items (See Below)
\$13,856 Cost w/Optional
Items \$179,149

**Reimbursables include printing, plotting, deliveries, title reports, geotechnical equipmt

OPTIONAL ITEMS																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																		
	H.9	Signing and Striping Plans				2	10	12																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																										

EXHIBIT C

TERMS FOR COMPLIANCE WITH CALIFORNIA LABOR LAW REQUIREMENTS

1. This Agreement calls for services that, in whole or in part, constitute “public works” as defined in Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code (“Chapter 1”). Further, Contractor acknowledges that this Agreement is subject to (a) Chapter 1 and (b) the rules and regulations established by the Department of Industrial Relations (“DIR”) implementing such statutes. Therefore, as to those Services that are “public works”, Contractor shall comply with and be bound by all the terms, rules and regulations described in 1(a) and 1(b) as though set forth in full herein.

2. California law requires the inclusion of specific Labor Code provisions in certain contracts. The inclusion of such specific provisions below, whether or not required by California law, does not alter the meaning or scope of Section 1 above.

3. Contractor shall be registered with the Department of Industrial Relations in accordance with California Labor Code Section 1725.5, and has provided proof of registration to City prior to the Effective Date of this Agreement. Contractor shall not perform work with any subcontractor that is not registered with DIR pursuant to Section 1725.5. Contractor and subcontractors shall maintain their registration with the DIR in effect throughout the duration of this Agreement. If the Contractor or any subcontractor ceases to be registered with DIR at any time during the duration of the project, Contractor shall immediately notify City.

4. Pursuant to Labor Code Section 1771.4, Contractor’s Services are subject to compliance monitoring and enforcement by DIR. Contractor shall post job site notices, as prescribed by DIR regulations.

5. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Contractor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Contractor shall post such rates at each job site covered by this Agreement.

6. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty to City, forfeit \$200.00 for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Contractor or by any subcontractor.

7. Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Contractor and each subcontractor to: keep accurate

payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform City of the location of the records. Pursuant to Labor Code Section 1771.4, Contractor and each subcontractor shall furnish such records to the Labor Commissioner, at least monthly, in the form specified by the Labor Commissioner.

8. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 et seq. concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding work pursuant to this Agreement, Contractor and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.

9. The Contractor shall not perform Work with any Subcontractor that has been debarred or suspended pursuant to California Labor Code Section 1777.1 or any other federal or state law providing for the debarment of contractors from public works. The Contractor and Subcontractors shall not be debarred or suspended throughout the duration of this Contract pursuant to Labor Code Section 1777.1 or any other federal or state law providing for the debarment of contractors from public works. If the Contractor or any subcontractor becomes debarred or suspended during the duration of the project, the Contractor shall immediately notify City.

10. Contractor acknowledges that eight hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty to City, forfeit \$25.00 for each worker employed in the performance of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Contractor in excess of eight hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of eight hours per day at not less than one and one-half times the basic rate of pay.

11. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Contractor hereby certifies as follows:

“I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.”

12. For every subcontractor who will perform work on the project, Contractor shall be responsible for such subcontractor’s compliance with Chapter 1 and Labor Code Sections 1860 and 3700, and Contractor shall include in the written contract between it and each subcontractor a copy of those statutory provisions and a requirement that each subcontractor shall comply with those statutory provisions. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor’s compliance, including without limitation, conducting a periodic review of the certified payroll records of the subcontractor and upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Contractor shall diligently take corrective action to halt or rectify any failure.

13. To the maximum extent permitted by law, Contractor shall indemnify, hold harmless and defend (at Contractor’s expense with counsel reasonably acceptable to City) City, its officials, officers, employees, agents and independent contractors serving in the role of City officials, and volunteers from and against any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Contractor, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all consequential damages, attorneys’ fees, and other related costs and expenses. All duties of Contractor under this Section shall survive the termination of the Agreement.

EXHIBIT D
METRO forms

Certification for Suspension and Debarment
CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY and VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTION

(To be submitted with all bids exceeding \$25,000.)

- (1) The prospective lower tier participant (Bidder/Contractor) certifies, by submission of this bid or proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) The prospective Bidder/Contractor also certifies by submission of this bid or proposal that all subcontractors and suppliers (this requirement flows down to all subcontracts at all levels) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (3) Where the prospective lower tier participant (Bidder/Contractor) is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid or proposal.

The lower tier participant (Bidder/Contractor), Rick Engineering Company, certifies or affirms the truthfulness and accuracy of this statement of its certification and disclosure, if any.

DATE 2p0 (J..J.) 2:01-J
SIGNATURE _____ J C.

COMPANY Rick Engineering Company

NAME Barry J. Cowan

TITLE Associate Principal

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

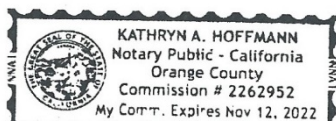
State of California

County of Orange

Subscribed and sworn to before me this 22nd day of April, 2021.

Notary Public Kathryn A. Hoffmann

My Appointment Expires 11-12-2022



Required Certificate for Lobbying

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that the City of Manhattan Beach shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, Rick Engineering Co. certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

-----%0..-CJ,-

Signature of Contractor's Authorized Official

Barry J. Cowan, PE, Associate Principal
ARril 22 2021

Name and Title of Contractor's Authorized Official
Date

RFP FORM ___ – BIDDERS LIST

Rick Engineering Company

E1255-21S

Proposer**RFP Number**

The U.S. Department of Transportation (DOT) requires the CITY OF MANHATTAN BEACH to create and maintain a Bidders List containing information about all firms (DBEs and non-DBEs) that bid, propose, or quote on CITY OF MANHATTAN BEACH's DOT-assisted contracts in accordance with 49 C.F.R., Part 26.11. The "Bidders List" is intended to be a count of all firms that are participating, or attempting to participate, on DOT-assisted contracts, whether successful or unsuccessful in their attempt to obtain a contract.

The Proposer is to complete all requested information for every firm that submitted a bid, proposal, or quote, including the Proposer itself and any proposed subconsultants. The Bidders List form shall be submitted with each proposal submitted by the Proposer to the CITY OF MANHATTAN BEACH and for all bids, proposals, or quotes received by the Proposer for the pre-construction phase of this Project. Please note that the CITY OF MANHATTAN BEACH will request that this form be executed again if Proposer is awarded construction work on the Project as new subcontractors will then need to be identified. s. ***The Bidders List content will not be considered in evaluating the proposal or determining award of any contract.***

1.0 Proposer's Information

Name of Prime's Firm: Rick Engineering Company			Phone: (949) 588 - 0707		
Firm Address: 36 Discovery, Suite 240			Email Address: bcowan@rickengineering.com		
City Irvine	ST CA	ZIP 92618	Type of work/services/materials provided: Civil Engineering Traffic Engineering Landscape Architecture		
Number of years in business: 67					
Contact Person: Barry J. Cowan, PE			Title: Associate Principal		
Is the firm currently certified as a DBE under 49 C.F.R., Part 26? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			Check the box below for your firm's annual gross receipts last year:		
Proposer has DBE Certification in the following categories (place an "X"): <input type="checkbox"/> Black American <input type="checkbox"/> Asian Pacific American <input type="checkbox"/> Native American <input type="checkbox"/> Women <input type="checkbox"/> Hispanic American <input type="checkbox"/> Subcontinent Asian American <input type="checkbox"/> Other			<input type="checkbox"/> Less than \$1 million <input type="checkbox"/> Less than \$5 million <input type="checkbox"/> Less than \$10 million <input type="checkbox"/> Less than \$15 million <input checked="" type="checkbox"/> More than \$15 million		

RFP FORM____(CONT'D) – BIDDERS LIST

Note: Each proposed subconsultant shall complete this form, and the Proposer will submit it with its proposal.

1.0 Subconsultant's Information			
Name of Subconsultant's Firm: Conaway Geomatics			Phone: (714) 486 - 0258
Firm Address: 101 S. Kraemer Blvd., Suite 250			Email Address: sconaway@conawaygeo.com
City Placentia	ST CA	ZIP 92870	Type of work/services/materials provided: Land Surveying
Number of years in business: 2			
Contact Person: Shannon K. Conaway, PLS			Title: C.E.O.
Is the subconsultant's firm currently certified as a DBE under 49 C.F.R., Part 26? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			Check the box below for your firm's annual gross receipts last year:
Subconsultant has DBE Certification in the following categories (place an "X"): <input type="checkbox"/> Black American <input type="checkbox"/> Asian Pacific American <input type="checkbox"/> Native American <input type="checkbox"/> Women <input type="checkbox"/> Hispanic American <input type="checkbox"/> Subcontinent Asian American <input checked="" type="checkbox"/> Other Conaway Geomatics is a California DGS DVBE			<input checked="" type="checkbox"/> Less than \$1 million <input type="checkbox"/> Less than \$5 million <input type="checkbox"/> Less than \$10 million <input type="checkbox"/> Less than \$15 million <input type="checkbox"/> More than \$15 million

If necessary, this Bidders List form can be duplicated to include all firms (DBEs and non-DBEs) that have submitted a bid, proposal, or quote on this DOT-assisted Project, whether successful or unsuccessful in their attempt to obtain a contract.

RFP FORM____(CONT'D) – BIDDERS LIST

Note: Each proposed subconsultant shall complete this form, and the Proposer will submit it with its proposal.

1.0 Subconsultant's Information			
Name of Subconsultant's Firm: Diaz Consultants, Inc. dba Diaz Yourman & Associates		Phone: (714) 245 - 2920	
Firm Address: 1616 E 17th Street		Email Address: chris@diazyourman.com	
City Santa Ana	ST CA	ZIP 92705	
Number of years in business: 29		Type of work/services/materials provided: Geotechnical Engineering Services	
Contact Person: Christopher M. Diaz		Title: President	
Is the subconsultant's firm currently certified as a DBE under 49 C.F.R., Part 26? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Check the box below for your firm's annual gross receipts last year:	
Subconsultant has DBE Certification in the following categories (place an "X"): <input type="checkbox"/> Black American <input type="checkbox"/> Asian Pacific American <input type="checkbox"/> Native American <input type="checkbox"/> Women <input checked="" type="checkbox"/> Hispanic American <input type="checkbox"/> Subcontinent Asian American <input type="checkbox"/> Other		<input type="checkbox"/> Less than \$1 million <input checked="" type="checkbox"/> Less than \$5 million <input type="checkbox"/> Less than \$10 million <input type="checkbox"/> Less than \$15 million <input type="checkbox"/> More than \$15 million	

If necessary, this Bidders List form can be duplicated to include all firms (DBEs and non-DBEs) that have submitted a bid, proposal, or quote on this DOT-assisted Project, whether successful or unsuccessful in their attempt to obtain a contract.

RFP FORM____(CONT'D) – BIDDERS LIST

Note: Each proposed subconsultant shall complete this form, and the Proposer will submit it with its proposal.

1.0 Subconsultant's Information			
Name of Subconsultant's Firm: NUMARC US, INC.		Phone: (424) 201 - 5400 (408) 210 - 4116	
Firm Address: 18377 Beach Blvd., #333		Email Address: jkeppert@numarc-us.com	
City Huntington Beach	ST CA	ZIP 92649	
Number of years in business: 25		Type of work/services/materials provided: Real Estate Consulting Right of Way Services Relocation Project Management	
Contact Person: Jeffrey Keppert		Title: President	
Is the subconsultant's firm currently certified as a DBE under 49 C.F.R., Part 26? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Check the box below for your firm's annual gross receipts last year:	
Subconsultant has DBE Certification in the following categories (place an "X"): <div style="display: flex; flex-wrap: wrap;"> <div style="width: 50%;"><input type="checkbox"/> Black American</div> <div style="width: 50%;"><input type="checkbox"/> Asian Pacific American</div> <div style="width: 50%;"><input type="checkbox"/> Native American</div> <div style="width: 50%;"><input type="checkbox"/> Women</div> <div style="width: 50%;"><input checked="" type="checkbox"/> Hispanic American</div> <div style="width: 50%;"><input type="checkbox"/> Subcontinent Asian American</div> <div style="width: 50%;"><input type="checkbox"/> Other</div> </div>		<input checked="" type="checkbox"/> Less than \$1 million <input type="checkbox"/> Less than \$5 million <input type="checkbox"/> Less than \$10 million <input type="checkbox"/> Less than \$15 million <input type="checkbox"/> More than \$15 million	

If necessary, this Bidders List form can be duplicated to include all firms (DBEs and non-DBEs) that have submitted a bid, proposal, or quote on this DOT-assisted Project, whether successful or unsuccessful in their attempt to obtain a contract.

INSTRUCTIONS - LOCAL AGENCY PROPOSER RC-DBE COMMITMENT

ALL PROPOSERS:

PLEASE NOTE: It is the proposer's responsibility to verify that the RC-DBE(s) falls into one of the following groups in order to count towards the RC-DBE contract goal: 1) Black Americans; 2) Asian-Pacific Americans; 3) Native Americans; 4) Hispanic Americans, 5) Subcontinent Asian Americans, and 6) Women. This information must be submitted with your proposal. Failure to submit the required RC-DBE commitment will be grounds for finding the proposal nonresponsive.

A "RC-DBE" is a firm meeting the definition of a DBE as specified in 49 CFR and is one of the following groups: Black Americans, Native Americans, Asian-Pacific Americans, Hispanic American, Subcontinent Asian American, or Women.

The form requires specific information regarding the consultant contract: Local Agency, Location, Project Description, Proposal Date, Proposer's Name, and Contract RC-DBE goal.

The form has a column for the Work Item Number and Description or Services to be subcontracted to RC-DBEs (or performed if the proposer is a RC-DBE). The RC-DBE prime contractors shall indicate all work to be performed by RC-DBEs including work to be performed by its own forces, if a RC-DBE. The RC-DBE shall provide a certification number to the Consultant and notify the Consultant in writing with the date of decertification if their status should change during the course of the contract. Enter RC-DBE prime consultant and subconsultant certification numbers. The form has a column for the Names of certified RC-DBEs to perform the work (must be certified on the date proposals are due and include RC-DBE address and phone number).

There is a column for the percent participation of each RC-DBE. Enter the Total Claimed RC-DBE Participation percentage of items of work submitted with proposal pursuant to the Special Provisions. (If 100% of item is not to be performed or furnished by the RC-DBE, describe exact portion of time to be performed or furnished by the RC-DBE.) **Note:** If the proposer has not met the contract goal, the local agency must evaluate the proposer's good faith efforts to meet the goal in order to be considered for award of the contract.

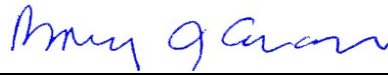
Exhibit 10-O1 must be signed and dated by the consultant submitting the proposal. Also list a phone number in the space provided and print the name of the person to contact.

LOCAL AGENCY PROPOSER RC-DBE COMMITMENT

This form must be submitted with the proposal.

Local Agency <u>Manhattan Beach</u>		Location <u>Aviation Boulevard</u>		
Project Description <u>Aviation Boulevard Missing Sidewalk Project West Side of Aviation Blvd. and 33rd Street</u>				
Proposal Date <u>April 26, 2021</u>				
Proposer's Name <u>Rick Engineering Company</u>				
Contract RC-DBE Goal (%) <u>10</u>				

Work Item Number	Description or Services to be Subcontracted (or contracted if the Proposer is a RC-DBE)	DBE Certificate Number and Expiration Date	Name of Each RC-DBE (must be certified prior to submission- include RC-DBE address and phone number)	Percent Participation of Each RC-DBE
B., E., F.	Surveying & Site Conditions	2014445 5/31/2021	Conaway Geomatics	11.1%
F.	Right of Way	CUCP#48597	NuMarc	6.8%
G.	Geotechnical Investigation/Engineering	CUCP#20160	Diaz Yourman & Associates	12.3%

<p style="text-align: center;">FOR AGENCY TO COMPLETE</p> <p>Agency Proposal Number _____</p> <p>Federal-Aid Project Number _____</p> <p>Federal Share _____</p> <p>Proposal Date _____</p> <p>Agency certifies that the DBE certifications have been verified and all information is complete and accurate/unless noted otherwise.</p> <p>_____ Signature of Agency Representative Date</p> <p>_____ Agency Representative (please print or type)</p> <p>() - _____ Phone Number</p>	<p>Total Claimed RC-DBE Commitment: <u>30.2</u> %</p> <p style="text-align: center;"></p> <p>_____ Signature of Proposer</p> <p><u>April 25, 2021</u> (<u>949</u>) <u>588 - 0707</u> Date Phone Number</p> <p><u>Barry J. Cowan, P.E.</u> Person to Contact (please print or type)</p>
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Distribution: (1) Original - Agency files

Local Agency Proposer RC-DBE Commitment (Consultant Contracts) – Rev 062113

RC-DBE INFORMATION - GOOD FAITH EFFORTS

Federal-aid Project No. RFP E1255-21S Bid Opening Date: 03/25/2021

The CITY OF MANHATTAN BEACH has established a Race-Conscious Disadvantaged Business Enterprise (RC-DBE) goal of 10% for this project. Good Faith Efforts documentation must be submitted with the Bid/Proposal or Contractor will be deemed non-responsive to the DBE requirements.

Lowest, second lowest and third lowest Proposers shall submit the following information to document adequate good faith efforts. Proposers should submit the following information even if the "Local Agency Bidder – RC-DBE Commitment" form indicates that the Proposer has met the RC-DBE contract goal. This will protect the Proposer's eligibility for award of the contract if the administering agency determines that the Proposer failed to meet the goal for various reasons, e.g., a RC-DBE firm was not certified at bid opening, or the Proposer made a mathematical error.

Submittal of only the "Local Agency Bidder RC-DBE Commitment" form may not provide sufficient documentation to demonstrate that adequate good faith efforts were made.

The following types of actions will be considered as part of the Proposer's Good Faith Efforts to obtain RC-DBE participation:

- a. The names and dates of each publication in which a request for RC-DBE participation for this project was placed by the Proposer. Attach copies of advertisements or proofs of publication:

Publications	Dates of Advertisement
N/A	

- b. The names and dates of written notices sent to certified RC-DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the RC-DBEs were interested. Attach copies of solicitations, telephone records, fax confirmations etc.

Names of RC-DBEs Solicited	Date of Initial Solicitation	Follow Up Methods and Dates
Conaway Geomatics	April 5, 2021	Phone and email 4/5/21-4/23/21
Diaz Yourman & Associates	April 5, 2021	Phone and email 4/5/21-4/23/21

- c. The items of work which the Proposer made available to RC-DBE firms, including, where appropriate, any break down of the contract work items (including those items normally performed by the Proposer with its own forces) into economically feasible units to facilitate RC-DBE participation. It is the Proposer's responsibility to demonstrate that sufficient work was made available to facilitate RC-DBE participation as follows (please provide documents that sufficiently evidence the effort):

Items of Work	Proposer Normally Performs Item (Y/N)	Breakdown of Items	Amount (\$)	Percentage Of Contract
B., E., F.	Y	Land Surveying/Mapping	\$16,440	11.1%
F.	N	Right of Way	\$10,088	6.8%
G.	N	Geotechnical Investigation	\$18,216	12.3%

- d. The names, addresses and phone numbers of rejected RC-DBE firms, the reasons for the Proposer's rejection of the RC-DBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each RC-DBE if the selected firm is not a RC-DBE.

- Names, addresses and phone numbers of rejected RC-DBEs and the reasons for the Proposer's rejection of the RC-DBEs:

N/A

- Names, addresses and phone numbers of firms selected for the work identified above:

Conaway Geomatics: 101 S. Kraemer Blvd., Suite 250, Placentia, CA 92870 (714) 486-0258
Diaz Yourman & Associates: 1616 East 17th St., Santa Ana, CA 92705 (714) 245-2920
NuMarc: 18377 Beach Blvd., Suite 333, Huntington Beach, CA 92648 (424) 201-5400

- e. Efforts made to assist interested RC-DBEs in obtaining bonding, lines of credit or insurance, and any technical assistance or information related to the plans, specifications and requirements for the work which was provided to RC-DBEs:

N/A

- f. Efforts made to assist interested RC-DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services, excluding supplies and equipment the RC-DBE subcontractor purchases or leases from the prime contractor or its affiliate:

N/A

- g. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using RC-DBE firms. Attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.

Name of Agency/Organization	Method/Date of Contact	Results
Epic Land Solutions, Inc.	Email-4/7/21	Recommendation to use NuMarc

- h. Any additional data to support a demonstration of good faith efforts please include here.

Our team is assembled using subconsultants we have worked with in the past on successful projects. Numarc is the only subconsultant we have not teamed with in the past, but came through a recommendation by Epic Land Solutions, Inc.

**Proposers are advised to attach all requested documents to this form.
Include any and all supplemental materials necessary in order to demonstrate Good Faith Efforts.**

Printed on: 5/9/2019 3:31:22 PM

To verify most current certification status go to: <https://www.caleprocure.ca.gov>

Office of Small Business & DVBE Services

Certification ID: 2014445**Legal Business Name:**

Conaway Geomatics

Doing Business As (DBA) Name 1:**Doing Business As (DBA) Name 2:****Address:**

224 Garfield Ave

Placentia

CA 92870

Email Address:

shannonk.conaway@gmail.com

Business Web Page:**Business Phone Number:**

916/240-7124

Business Fax Number:**Business Types:**

Service

Certification Type	Status	From	To
DVBE	Approved	05/09/2019	05/31/2021
SB(Micro)	Approved	05/09/2019	05/31/2021

Stay informed! KEEP YOUR CERTIFICATION PROFILE UPDATED!

-LOG IN at [CaleProcure.CA.GOV](https://www.caleprocure.ca.gov)

Questions?

Email: OSDSHELP@DGS.CA.GOV

Call OSDS Main Number: 916-375-4940

707 3rd Street, 1-400, West Sacramento, CA 95605



Metro

Los Angeles County
Metropolitan Transportation Authority

One Gateway Plaza
Los Angeles, CA 90012-2952

213.922.2000 Tel
metro.net



CALIFORNIA UNIFIED CERTIFICATION PROGRAM

June 19, 2018

CUCP# 20160
Metro File #784

Mr. Christopher Diaz
Diaz Consultants, Inc. DBA Diaz Yourman & Associates
1616 East 17th Street
Santa Ana, CA 92705

Subject: Disadvantaged Business Enterprise Certification

Dear Mr. Christopher Diaz:

We are pleased to advise you that after careful review of your application and supporting documentation, the Los Angeles County Metropolitan Transportation Authority (Metro) has determined that your firm meets the eligibility standards to be certified as a Disadvantaged Business Enterprise (DBE) as required under the U.S. Department of Transportation (U.S. DOT) Regulation 49 CFR Part 26, as amended. This certification will be recognized by all of the U.S. DOT recipients in California. Your firm will be listed in the California Unified Certification Program (CUCP) database of certified DBEs under the following specific area(s) of expertise that you have identified on the NAICS codes form of the application package:

NAICS 541330: ENGINEERING SERVICES
NAICS 541380: TESTING LABORATORIES
NAICS 541620: ENVIRONMENTAL CONSULTING SERVICES

Your DBE certification applies only for the above code(s). You may review your firms information in the CUCP DBE database which can be accessed at the CUCP website at www.californiaucp.org. Any additions and revisions must be submitted to Metro for review and approval.

In order to ensure your continuing DBE status, you are required to submit an annual update along with supporting documentation. If no changes are noted, then your DBE status remains current. If there are changes, Metro will review to determine continued DBE eligibility. Please note, your DBE status remains in effect unless Metro notifies you otherwise.

Also, should any changes occur that could affect your certification status prior to receipt of the annual update, such as changes in your firm's name, business/mailling address, ownership, management or control, or failure to meet the applicable business size standards or personal net worth standard, please notify Metro immediately. Failure to submit forms and/or change of information will be deemed a failure to cooperate under Section 26.109 of the Regulations.

Metro reserves the right to withdraw this certification if at any time it is determined that it was knowingly obtained by false, misleading, or incorrect information. Your DBE certification is subject to review at any time. The firm thereby consents to the examination of its books, records and documents by Metro.

Congratulations, and thank you for your interest in the DBE program. Should you have any questions, please contact us at (213) 922-2600. For information on Metro contracting opportunities, please visit our website at www.metro.net.

Sincerely,

A handwritten signature in black ink, appearing to be 'Shirley Wong', with a stylized, sweeping stroke.

Shirley Wong
Sr. Certification Officer
Diversity & Economic Opportunity Department



Metro

Los Angeles County
Metropolitan Transportation Authority

One Gateway Plaza
Los Angeles, CA 90012-2952

213.922.2000 Tel
metro.net



CALIFORNIA UNIFIED CERTIFICATION PROGRAM

April 29, 2020

CUCP# 48597
Metro File #8606

Mr. Jeffrey Keppert
NUMARC US, INC.
16458 Bolsa Chica Street
#554
HUNTINGTON BEACH, CA 92649

Subject: Disadvantaged Business Enterprise Certification

Dear Mr. Jeffrey Keppert:

We are pleased to advise you that after careful review of your application and supporting documentation, the Los Angeles County Metropolitan Transportation Authority (Metro) has determined that your firm meets the eligibility standards to be certified as a Disadvantaged Business Enterprise (DBE) as required under the U.S. Department of Transportation (U.S. DOT) Regulation 49 CFR Part 26, as amended. This certification will be recognized by all of the U.S. DOT recipients in California. Your firm will be listed in the California Unified Certification Program (CUCP) database of certified DBEs under the following specific area(s) of expertise that you have identified on the NAICS codes form of the application package:

NAICS 531390: OTHER ACTIVITIES RELATED TO REAL ESTATE

Your DBE certification applies only for the above code(s). You may review your firm's information in the CUCP DBE database which can be accessed at the CUCP website at www.californiaucp.org. Any additions and revisions must be submitted to Metro for review and approval.

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Congratulations, and thank you for your interest in the DBE program. Should you have any questions, please contact us at (213) 922-2600. For information on Metro contracting opportunities, please visit our website at www.metro.net.

Sincerely,

Shirley Wong
Principal Certification Officer
Diversity & Economic Opportunity Department